**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION**

FRED WALPOOL	*	**CIVIL ACTION NO.**
	*	
V.	*	**JUDGE**
	*	
FRYMASTER, LLC	*	**MAGISTRATE**
THE MANITOWOC COMPANY, INC.	*	**JURY DEMAND**

COMPLAINT

NOW INTO COURT, through undersigned counsel, comes FRED WALPOOL, ("Plaintiff"), who respectfully represents the following:

I. JURISDICTION

1. This is an action for declaratory, injunctive and monetary relief in violation of the Family and Medical Leave Act, codified at 29 U.S.C. Section 2601 *et seq.*, Jurisdiction is based on 29 U.S.C. Section 2617(a)(2), and 28 U.S.C. Section 1331.

II. PARTIES

2. Plaintiff, FRED WALPOOL, is an adult male and a resident of State of Louisiana currently residing in Shreveport, Louisiana.

3. Made Defendants in this action are:

a. FRYMASTER, LLC, a corporation organized under the laws of the State of Louisiana and may be served through Corporation Service Company, 501 Louisiana Avenue, Baton Rouge, LA 70802 ("Frymaster").

b. THE MANITOWOC COMPANY, INC., a corporation organized under the laws of the State of Louisiana and may be served through Corporation Service Company, 501 Louisiana Avenue, Baton Rouge, LA 70802 ("Manitowoc"). Collectively these two entities will be referred to as "Defendants."

4. At all times referred to in this Complaint, Defendants were engaged in an industry affecting commerce.

5. Defendants were Plaintiff's "employer" within the meaning of 29 U.S.C. Section 2611(4).

III. VENUE

6. Venue lies in this Court as the unlawful employment practices and other actions made the basis of this suit occurred within the Western District of Louisiana.

IV. FACTUAL ALLEGATIONS

7. Plaintiff began his employment with Defendants in March 1994 as a welder.

8. In late August, 2015, Plaintiff requested that he be allowed to use intermittent leave under the Family Medical Leave Act ("FMLA") so that he could provide transportation for his wife's physical therapy, necessitated by her stroke (a serious health condition under the FMLA).

9. This intermittent leave was approved on September 4, 2015 through October 23, 2015.

10. On September 8, 2015, just four days after Plaintiff's intermittent FMLA leave was approved, during a phone conversation with Mr. Les Baker, Human Resources Manager, Mr. Baker terminated Plaintiff's employment for being "absent without notice" and then hung up on him in anger. However, Manitowoc's own paperwork, dated September 4, 2015, indicates that Plaintiff complied with all requirements under the FMLA. As such, Plaintiff was denied his right to leave under the FMLA.

11. A few days later, Plaintiff called Manitowoc's Human Resources department to complain regarding the unlawful termination, and he was told that a full investigation would be conducted.

12. No such investigation ever occurred, and when Plaintiff called back several days later to check on the status, Manitowoc did not even have a record of Plaintiff's phone call.

13. Plaintiff's termination was in retaliation for his request to use FMLA leave.

V. CAUSE OF ACTION

14. The actions and conduct of Defendants set forth herein constitute interference, restraint or denial of Plaintiff's rights under the Family Medical Leave Act in the following non-exclusive particulars:

(a) Failing to provide Plaintiff with leave as required by the FMLA;

(b) Failing to designate all or a portion of Plaintiff's leave as FMLA leave;

(c) Failing to allow Plaintiff to take FMLA;

(e) Failing to properly reinstate Plaintiff following the FMLA leave, and

(f) Retaliating against Plaintiff for requesting leave due under the FMLA;

15. The Defendants' actions complained of herein were performed with malice or reckless indifference to and in knowing violation or reckless disregard of Plaintiff's federally-protected rights and caused Plaintiff emotional distress.

16. As a result of the actions taken by Defendants, Plaintiff has suffered tremendous anxiety, mental anguish, mental suffering, humiliation and embarrassment and losses.

VI. JURY TRIAL DEMANDED

17. Plaintiff demands a trial by jury as to all matters permitted by law.

VII. RELIEF

WHEREFORE, PLAINTIFF PRAYS:

(A) that the Court declare the employment practices of which complaint is made to be in violation of 29 U.S.C. Sections 2601 *et seq*., and otherwise inculpatory and illegal;

(B) that the Court order Defendants to pay front pay and lost future wages in amounts to be determined by the jury;

(C) that Plaintiff be awarded back pay, including prejudgment interest, and any other benefits or seniority to which he may have been entitled or which he may have lost as a result of the discrimination or retaliation or tortious conduct against him;

(D) that Plaintiff be awarded compensatory and liquidated damages pursuant to 29 U.S.C. Section 2617(a);

(E) that Plaintiff be awarded the costs of this action, including attorneys' fees, pursuant to 29 U.S. C. Section 2617(a)(3);

(F) for trial by jury for those matters triable to a jury; and

(G) that Plaintiff be awarded such other and further relief as the Court finds equitable, just and proper.

Respectfully submitted,

DOWNER, JONES, MARINO & WILHITE
401 Market Street, Suite 1250
Shreveport, LA 71101
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Allison A. Jones, Bar No. 16990

By: *__/s/ Allison A. Jones__*
ATTORNEYS FOR PLAINTIFF

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VERIFICATION

BEFORE ME, the undersigned Notary Public, personally came and appeared FRED WALPOOL, who did depose and state that he is the Plaintiff in the foregoing Complaint, that he has read the Complaint, and that all of the allegations contained therein are true and correct to the best of his knowledge, information and belief.

Fred L. Walpool

FRED WALPOOL

SWORN TO AND SUBSCRIBED before me, Notary Public, this 20th day of April, 2017.

Debbie F. Benton

NOTARY PUBLIC

DEBBIE F. BENTON, Notary Public
49018
Caddo Parish, Louisiana
My Commission is for Life